



Monaghan Enterprises Limited
Terms and Conditions are as follows:

- Payment of the accounts is by Direct Debit Authority only. Payments are debited from your bank account on the 4th day (Thursday) following the Statement date.
- Credit may be stopped without prior notice on any overdue accounts and will only be reinstated at the company's option. Reinstatement of credit will only occur when outstanding amounts are paid and cleared.
- Late payment fees will be charged on overdue accounts. These fees are intended to recover debt collection costs incurred by the company. If an account is not overdue no charge will result.

A Direct Debit Authority is mandatory for all new accounts and it is a requirement that the completed form is in our possession prior to an account becoming operative.

***All documents must be returned by email to monaghan@xtra.co.nz
or by post to:
Monaghan Enterprises Limited
PO Box 747, Warkworth***

Please contact Alesha if you wish to discuss these terms further on 021 954 813

Ordering Procedures:

Orders can be placed online or by phone, email or fax the day before your delivery is required. If an order is placed on the same day you require it, we cannot guarantee immediate delivery.

Online: www.monaghansfoodservice.co.nz using your customer login.

Phone: 09 425 7578 - The phone will ring several times before going straight to voicemail where you can leave an order on the answerphone.

Email: monaghan@xtra.co.nz

Fax: 09 425 7545

APPLICATION FOR CREDIT WITH MONAGHAN ENTERPRISES LTD



This Agreement is between Monaghan Enterprises Limited and the following customer:

Registered Company Name

Trading Name (if different from above)

Type of Organisation

Company Companies Office Number

Sole Trader Partnership Other (please specify)

Contact Person(s) Name for Accounts:

Postal Address

 Postcode

Physical Address (for deliveries)

 Postcode

Telephone (main office line)

 Facsimile

Purchasing Contact Name

 Position Title

Email Address (all statements and invoices will be automatically sent to this nominated email address below)

 Order Number Required Yes No

COMPLETE ALL SECTIONS IN FULL

Once complete, please return this original document by mail to:

Monaghan Enterprises Limited
PO Box 747
Warkworth 0941

For further assistance:
Call 09 425 7578 or 021 954 813

NAME OF COMPANY DIRECTORS

Full Name

Home Address

 Postcode

Telephone

Date of Birth

Mobile

Position

Full Name

Home Address

 Postcode

Telephone

Date of Birth

Mobile

Position

TRADE / BUSINESS REFERENCES (3 major suppliers you have traded with for more than 1 year)

Organisation Name

Customer Number

Organisation Name

Customer Number

Organisation Name

Customer Number

Contact Name

Telephone

Contact Name

Telephone

Contact Name

Telephone

Please accept the Terms and Conditions on page 2 before signing this Application for Credit.

Credit Account Terms and Conditions

1. Credit Enquiries

- 1.1 You authorise us to obtain any information, at any time, from any source in support of your credit account application with us and we may use that information for the purpose of assessing your credit worthiness, divulge it to any third party for the purposes of debt collection and credit reporting, and use it for our marketing activities.
- 1.2 You may see and request correction of your personal information in terms of the Privacy Act at our premises.

2. Credit Terms

- 2.1 Your credit account with us will be considered paid when payment has been irrevocably cleared through the banking system to our credit.
- 2.2 We may refuse to supply Products to you or parties related to you if you fail to comply with any of your obligations under your credit account with us.
- 2.3 If we agree to extend you time for payment no further credit will be allowed until the due amounts have been paid.
- 2.4 If, at our discretion, we extend your payment arrangements and we then allow you to purchase more Products pursuant to your credit account with us, we may change the terms and conditions as regards future supply of products by written notice to you.
- 2.5 If you fail to comply with any obligation under your credit account with us we may suspend it until it is operating correctly. Any suspension will not affect any other rights we may have at law or in equity.
- 2.6 If you fail to comply with your obligations under your credit account with us, we may give particulars of your default to any credit bureau or agency, including a credit-reporting agency.
- 2.7 We will not be liable for any action taken by any party who becomes aware of your default. We will arrange for removal of the particulars of default if the default is found to be without substance. We will advise the credit bureau or agency that your default has been remedied if appropriate.
- 2.8 You must pay all costs we incur in enforcing or attempting to enforce your obligations under your credit account with us, including debt collection and solicitors' costs.

3. Termination

- 3.1 Your credit account with us continues until ended by notice in writing from one party to the other and all of your obligations have been fully paid, satisfied or performed. Any termination of your credit account with us will be without prejudice to the rights of either party arising prior to termination. Nothing in this clause affects the operation of any of these terms that are expressed or implied to have effect after its termination.

4. Indemnity

- 4.1 You indemnify us against all damages, claims and losses (including costs), which we incur as a result of: (a) your failing to comply with your obligations under your credit account with us; or (b) any act or omission by you or your staff or other persons employed or authorised by you.
- 4.2 You will have no claims against us for any action taken or omitted by us in enforcing your credit account with us.

5. Payment

- 5.1 Invoices will be due and payable in terms of your arrangement with us.
- 5.2 If we have granted you credit, we will draw funds by Direct Debit on the 4th day following the date of invoice, in full, without deduction, set-off or counterclaim.
- 5.3 To the extent that we have not granted you credit, you must pay the price and our other charges in Cash on Delivery. We are not obliged to deliver the Products until we have received payment.
- 5.4 If you default in payment on the due date, all money owing to us shall immediately become due and payable and we shall be entitled to charge interest on all outstanding amounts at the base lending rate charged by our bank plus a margin of 5 percent per annum from the date payment is due until the date we receive payment.

6. Price

- 6.1 The price for the Products will be the price we agree with you by or at the date of the order or if no such agreement is made then the current list price charged by us at the date of delivery of your order.
- 6.2 Prices quoted do not include GST or any other tax, levy or duty associated with the Products or their supply, which you must pay in addition to the price. If there are any changes in any tax or duty rates payable by us then we will charge any changes relative to your purchases to your credit account with us. Unless otherwise stated we will not pay any tax or duty on your behalf.

7. Ownership

- 7.1 We will remain the owner of the Products you purchase from us until all sums you owe us, on any account, are paid in full (even if you incorporate the Products with other items).

8. Delivery

- 8.1 Delivery occurs when the Products are: (a) collected by you at our premises; or (b) delivered to the agreed delivery point; as set out in the accepted order.
- 8.2 We will not be liable for any failure to deliver or delay in delivery.

9. Risk

- 9.1 Risk in the Products will pass to you on delivery even though we may remain the owner of those Products until payment is made.
- 9.2 You must give us written notice within 2 days of receiving our invoice if you believe that the invoice is not correct. Your notice must include full details of the error(s) claimed by you.
- 9.3 If the Products have been delivered, claims for shortages must be notified to us within 48 hours after

delivery and include delivery documents and other supporting evidence.

- 9.4 If you have not given us valid notice of the error(s) within the required time, you must treat our invoice or delivery as correct.
- 9.5 You must make payment of the undisputed amount due on any disputed invoice on the due date. Upon the dispute being resolved, you will immediately pay to us (within 3 working days) the amount due.

10. Equipment Supply

- 10.1 If we provide any equipment including refrigerated units ("Equipment") to you, you must keep it insured for all business risks to our satisfaction.
- 10.2 The Equipment must be placed in a secure environment, free from any atmospheric or environmental conditions that may cause damage to the Equipment, and used in a manner consistent with food and health requirements relevant to our product.
- 10.3 The Equipment remains our property and it must be labelled as such. You must not affix it to any other property or items, or have the equipment removed from the premises without our express consent.
- 10.4 You authorise us to enter any premises to uplift the Equipment.

11. Default Event

- 11.1 For the purpose of these terms a "default event" occurs if: (a) a payment by you is overdue; (b) we reasonably believe that you are unable to immediately pay any sums owing to us; (c) you breach or are likely to breach any of these terms or any of our credit terms.
- 11.2 If a default event occurs then, without limiting our other rights and remedies: (a) we can suspend or cancel all or part of your orders; (b) all amounts you owe us, whether due for payment or not, will be immediately due and payable; (c) we may reclaim our Products in your possession or control and may enter the premises where we believe the Products are kept in order to do so; (d) we may recover from you the cost of repossessing and disposing of the Products or attempting to do so; and (e) we will not be liable to you for any losses you incur as the result of our exercising any of our rights under this clause.

12.0. Extent Of Liability

- 12.1 Our liability to you is limited to the price paid by you for the particular Products supplied by us to which your claim relates.
- 12.2 We will not be liable to you for: (a) delay in delivery; (b) loss or damage caused by anything which is beyond our reasonable control; or (c) any loss of profits, loss of business or indirect or consequential loss or damage however arising.
- 12.3 We may, at our option, either: (a) replace damaged or defective Products; or (b) refund the purchase price of damaged or defective Products.
- 12.4 We are not required to accept responsibility for any defective Products if you have not: (a) notified us of the defect as soon as you become aware of that defect; and (b) included in your notice full details of the Products, the alleged defect, and all documents associated with your order and delivery; and (c) reasonably assisted us in our investigation of your claim.
- 12.5 These terms only apply to the extent that the law prohibits us from limiting our liability.

13. General

- 13.1 No delay or failure to exercise any of our rights or remedies will be a waiver of any or our rights or remedies.
- 13.2 If any part of these terms is held to be invalid, illegal or unenforceable the remaining terms will remain in full force and effect.
- 13.3 These terms will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand Courts.
- 13.4 You may not assign your rights and obligations under these terms. If you sell ownership of your business without written notice to us you will remain liable to us for all Products we deliver to that business until we receive written notice and the business is granted new credit terms.
- 13.5 We may assign all or part of your credit account with us. If we assign all or part of your indebtedness the assignee will have the same rights of recovery as us.

14. PPSA

- 14.1 Where we are giving you credit you agree to grant to us, if we so require at any time, a security interest in all Products supplied by us to you from time to time. To protect our security interest you agree to allow us to register a financing statement under the New Zealand Personal Property Securities Act 1999 ("PPSA") or, if you are not in New Zealand, to register our security interest as permitted by law in your jurisdiction.
- 14.2 You must, upon request, promptly give us all assistance and information as is necessary to register our security interest.
- 14.3 You must pay to us promptly on request our costs in registering the security interest, and the costs of enforcing or attempting to enforce our rights under these terms and the security interest.
- 14.4 In respect of registration in New Zealand (where applicable) you agree that sections 114(a), 121, 131 of the PPSA will not apply to the security interests created by these terms and conditions, and you waive your right to receive a verification statement under section 148 of the PPSA.

Definitions

The following definitions are used in these terms:

"You" and "your" means the applicant as set out at the front of these terms.

"We", "our" and "us" means Monaghan Enterprises Limited.

"Products" means the products supplied or to be supplied by us and includes any related services.

DECLARATION AND SIGNATURE

1. I/We confirm that all of the information in this application is true and correct.
I/We will notify Monaghan Enterprises immediately if there is any change in any information set out in this application.
3. I/We agree to Monaghan Enterprises Terms and Conditions as stated above.

Name

Position Title

Name

Position Title

First Signatory

Date

Second Signatory

Date

CONDITIONS OF THIS AUTHORITY

1. The Initiator:

- (a) The Initiator agrees to give the Customer written notice of the net amount of each Direct Debit on the value date the

Direct Debit will be initiated. The advance notice will be provided either:

- (i) in writing; or
(ii) by electronic mail where the Customer has provided prior written consent to the Initiator

The notice will include the following message:

“The amount of \$ _____ was directly debited to your Bank account on (initiating date).”

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
(b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank *prior* to the Direct Debit being paid by the Bank.

3. The Customer acknowledges that:

- (a) This authority will remain in full force and effect in respect of all Direct Debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
(b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the Initiator.
(d) The Bank accepts no responsibility or liability for the accuracy of information about payments on Bank Statements.
(e) The Bank is not responsible for, or under any liability in respect of:
- any variations between notices given by the Initiator and the amounts of Direct Debits.
- the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
(b) At any time terminate this authority as to future payments by notice in writing to me/us.
(c) Charge its current fees for this service in force from time-to-time.